

Board of Selectmen
February 20, 2018

THE FOLLOWING MINUTES ARE SUBJECT TO APPROVAL BY THE BOARD OF SELECMTEN

The Board of Selectmen held a regular meeting Tuesday, February 20, 2018, in the Council Chamber, Newtown Municipal Center, 3 Primrose Street, Newtown. First Selectman Rosenthal called the meeting to order at 7:30p.m.

PRESENT: First Selectman Daniel C. Rosenthal, Selectman Maureen Crick Owen and Selectman Jeff Capeci.

ALSO PRESENT: Rob Sibley, Kathy Quinn, Fred Hurley (8:10pm), seven members of the public and one member of the press.

VOTER COMMENTS: **Robert Katrinak**, 5 Avalon Way, Sandy Hook, spoke about the poor condition of High Bridge Road and suggested the entire road be rebuilt from the Monroe town line to Toddy Hill Road. (att.)

ACCEPTANCE OF THE MINUTES: Selectman Crick Owen moved to accept the minutes of 2/5/18. Selectmen Capeci seconded with the following change to the motion on Contingency: *Selectman Crick Owen moved to increase Contingency to the amount of \$140,000. Selectman Crick Owen withdrew that motion and moved to increase Contingency by \$20,000 for a bottom line Contingency amount of \$120,000. Selectman Capeci seconded. All in favor. All in favor of the minutes as amended.*

COMMUNICATIONS: Water & Sewer Authority recommendation on application of 79 Church Hill Road: Mr. Hurley said that, per regulation, the Board of Selectmen and the Health District, conduct a review each time an application comes in. The board will receive an informational packet on the application to review prior to the meeting of March 5. This application requests more capacity than is currently available and it requests the sewer service area line be moved into the sewer avoidance area.

FINANCE DIRECTORS REPORT: none.

OLD BUSINESS:

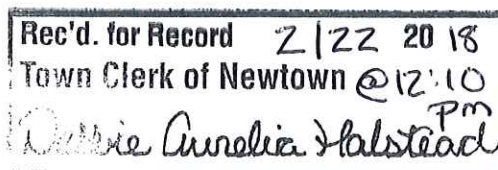
Discussion and possible action

1. **Municipal Regional Solid Waste and Recycling System Agreement:** Selectman Crick Owen moved the Municipal Solid Waste and Recycling System Agreement Between Housatonic Resources Recovery Authority and the Town of Newtown, as proposed in Appendix D (att.), using arbitration as the issue resolution. Selectmen Capeci seconded. All in favor.

NEW BUSINESS

Discussion and possible action:

1. **Sustainable Energy Resolution for Newtown to join Sustainable CT:** Ms. Quinn, Chairman of the Sustainable Energy Commission was present to explain Sustainable CT to the board (att.). The program supports communities in becoming more vibrant, connected, healthy, safe, resilient, efficient and livable. The program includes a detailed menu of actions, resources, technical assistance, peer learning and recognition, with a shared vision and practical tools; a way of going about making CT more sustainable. The Sustainable Energy Commission has agreed to take on overseeing the introduction of this program and getting it off the ground. The program covers nine topics. Towns can earn points. There are advantages to bringing in departments and other commissions, such as Health, Land Use, the Lake Authorities, Newtown Forest Association, Cultural Arts, Conservation, schools, scouts. There's a lot the Sustainable Energy Commission has already done. There are nine broad categories, with recommendations on how to achieve the action and what grant money may be available. It is a grass roots effort, there is no cost to join. Selectman Capeci noted the document states a resolution must be passed



by the legislative body. First Selectman Rosenthal will follow up on that. Selectman Crick Owen moved the Sustainable Energy Resolution to join Sustainable CT as proposed (att.) Selectman Capeci seconded. All in favor. Mr. Sibley stated he has attended two workshops for Sustainable CT and found it to be a very worthwhile program and he looks forward to helping the process along.

2. **Acceptance of properties for Open Space:** Mr. Sibley was present to recommend the board accept three properties for open space. The properties meet goals associated with open space and the POCD (Plan of Conservation and Development). Mr. Sibley explained all properties have gone through due process and are valued under \$20,000. Each property has been donated. Selectman Crick Owen moved to accept 155 Riverside Trail, 78 Mountain View Road and 125 Great Quarter Road as open space (att.). Selectman Capeci seconded. All in favor.
3. **Newtown Pedestrian Improvements, State Project No. 96-202 – Project Authorization Letter (PAL):** First Selectman Rosenthal stated this will not be acted on tonight. Mr. Sibley stated the PAL letter closes the door on the process. The cost of the construction is only an estimate. Through the preliminary and the final design numbers were tightened up. The project hasn't yet been bid and therefore this will come back to the selectmen to either reduce the amount originally set aside or to increase the amount depending on what the RFP comes back for. This is for the sidewalk project from Glover to Walgreens to Reed School.
4. **Appointments/Reappointments/Vacancies/Opening:** Selectman Crick Owen moved the following appointments: Susan Kassirer (D), to the Cultural Arts Commission with a term to expire 1/6/21; Tom Dwyer (D) to the Board of Assessment Appeals, to fill a vacancy until the next general election; Gordon Johnson, Sr. (U), to the alternate position on the Public Building & Site Commission, to fill a vacancy to expire 1/6/21. Selectman Capeci seconded. All in favor. Selectman Crick Owen moved to recommend to the Inland Wetland Commission, the appointment of Vanessa Villimil (D), to fill a vacancy to expire 1/6/20. Selectman Capeci seconded. All in favor.
5. **Driveway Bond Release/Extension:** none.
6. **Tax Refunds:** Selectman Crick Owen moved to revise the February 2018 Refunds, Refund 14, 2017/18 from of \$30,030.17 TO \$29,483.61 due to a mistake in the original submission. Selectman Capeci seconded. All in favor. Selectman Crick Owen moved the February 2018 Refunds, Refund No. 15, 2017/18 in the amount of \$10,956.82. Selectman Capeci seconded. All in favor.

VOTER COMMENTS: none.

ANNOUNCEMENTS: Selectman Capeci updated the board on the CCM meeting he attended. Transportation Commissioner Redeker talked about \$30 million in town aid to road, FY 18, being eliminated as well as some bridge monies. The funding streams are based on the Governors proposed budget but depending on what happens in the legislature that can change. Selectman Capeci submitted the legislative priorities for CCM (att.). Selectman Capeci reviewed a portfolio on Kaestle Boos and asked if any of their projects were similarly scoped to Newtown. First Selectman Rosenthal said some of the number for the PD in the CIP is based on the Bethel PD project, which will be a similarly sized building. The portfolio was a nice presentation that Selectman Capeci passed to Selectman Crick Owen for her review.

ADJOURNMENT: Having no further business the regular Board of Selectmen meeting was adjourned at 8:19pm.

Sue Marcinek, Clerk

Attachments: R. Katrinak letter; HERRA agreement with TON; Sustainable CT Resolution; properties for Open Space acceptance; CCM info

Robert W. Katrinak

February 19, 2018

Board of Selectman
Newtown, CT 06470

Dear Board of Selectman:

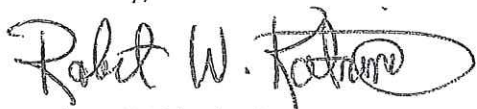
I'm requesting you please take action with regard to the very poor condition of High Bridge Road. It is in a state of disrepair, is a safety hazard, and is likely causing property damage to motor vehicles. Given the very poor condition of the road I'm suggesting the entire road be rebuilt from the Monroe town line to Toddy Hill Road. The road is a major thoroughfare in the southern portion of our town yet it is narrow, has poor sightlines and inadequate drainage, and a road surface that is well past its service life.

In its current state of disrepair High Bridge Road is a dangerous road. Drivers routinely cross the center line to avoid the many fields of pot holes. The chance of a motor vehicle accident with injuries is high, particularly during a major rain event with a freeze/thaw cycle such as what we experienced on February 10-11, 2018 where pot holes quickly appeared.

The situation on High Bridge Road has been years in the making with no real progress by our Highway Department. My complaint telephone calls are politely resolved with "cold patch" asphalt repairs. These sometimes don't last a day.

I'm available if anyone wants to accompany me on a walk-through of the problem areas on High Bridge Road. My contact information is listed below.

Sincerely,

A handwritten signature in black ink that reads "Robert W. Katrinak". The signature is stylized with a large, sweeping loop at the end of the last name.

Robert W. Katrinak

APPENDIX D

[FORM OF]

**MUNICIPAL
REGIONAL SOLID WASTE AND RECYCLING
SYSTEM AGREEMENT**

BETWEEN

HOUSATONIC RESOURCES RECOVERY AUTHORITY

AND

**THE TOWN OF NEWTOWN, A MUNICIPALITY
OF THE STATE OF CONNECTICUT**

**FOR THE PROVISION OF MUNICIPAL
SOLID WASTE DISPOSAL AND RECYCLING SERVICES**

DATED AS OF _____, 2018

**MUNICIPAL REGIONAL SOLID WASTE AND RECYCLING AGREEMENT
BETWEEN HOUSATONIC RESOURCES RECOVERY AUTHORITY AND THE TOWN
OF NEWTOWN, A MUNICIPALITY OF THE STATE OF CONNECTICUT FOR THE
PROVISION OF MUNICIPAL SOLID WASTE DISPOSAL AND RECYCLING
SERVICES**

DATED AS OF _____, 2018

PREAMBLE

This Agreement, made and dated as of the _____ day of _____, 2018, by and between the **HOUSATONIC RESOURCES RECOVERY AUTHORITY**, a regional resources recovery authority created pursuant to the provisions of Chapter 103b of the Connecticut General Statutes with offices located at Old Town Hall, 162 Whisconier Road, Brookfield, Connecticut (hereinafter referred to as "**HRRRA**" or the "**Authority**"), and the Town of **Newtown** in the State of Connecticut, a municipality and political subdivision of the State of Connecticut (hereinafter referred to as the "**Municipality**"), acting by and through its municipal authority having legal jurisdiction over solid waste management within the corporate limits of the municipality.

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of Section 22a-220(a) of the Connecticut General Statutes (the "General Statutes"), the Municipality is required to make provisions for the safe and sanitary disposal of all solid wastes which are generated within its boundaries; and

WHEREAS, pursuant to the provisions of Section 22a-220(f) of the General Statutes, the Municipality is also required to make provisions for the separation, collection, processing and marketing of items generated within its boundaries as solid waste and designated for recycling by the Commissioner of the Connecticut Department of Energy and Environmental Protection ("**DEEP**") pursuant to Section 22a-241(b) of the General Statutes; and

WHEREAS, pursuant to the provisions of Section 22a-220(g) of the General Statutes, the Municipality is authorized to contract with a regional entity to assist the Municipality to comply with the Municipality's statutory waste disposal obligations; and

WHEREAS, the Authority is a regional entity formed pursuant to Chapter 103b of the General Statutes with the authority to implement a regional solid waste management plan; and

WHEREAS, the Authority and the Municipality are currently parties to (a) a Municipal Waste Disposal Agreement (the "**Existing Municipal MSW Agreement**") as amended from time to time, for the provision of municipal solid waste disposal services complying with the Municipality's statutory waste disposal obligations, and (b) a Municipal Recycling Services Agreement (the "**Existing Municipal Recycling Agreement**") as amended from time to time, for

the provision of recycling services complying with the Municipality's statutory recycling obligations; and

WHEREAS, both the Existing Municipal MSW Agreement and the Existing Municipal Recycling Agreement terminate by their terms on June 30, 2019; and

WHEREAS, the Authority and the Municipality desire to enter into an agreement pursuant to which the Authority will assist the Municipality to comply with the Municipality's statutory waste disposal obligations, including without limitation its obligations with respect to recycling, by creating a new regional solid waste and recycling system effective on July 1, 2019;

NOW THEREFORE, in consideration of the premises and the mutual agreements and undertakings set forth herein, the parties agree as follows:

REPRESENTATIONS OF THE PARTIES

A. **Representations of the Municipality.** The Municipality represents that:

1. It has an affirmative obligation under Connecticut law (Section 22a-220 (a) of the General Statutes) to make provision for the safe and sanitary disposal of all solid wastes (other than hazardous wastes) generated within its boundaries.

2. It also has an affirmative obligation under Connecticut law (Section 22a-220(f) of the General Statutes) to make provision for the separation, collection, processing and marketing of items generated within its boundaries as solid waste and designated for recycling by the Commissioner of the Connecticut Department of Energy and Environmental Protection ("DEEP") pursuant to Section 22a-241(b) of the General Statutes.

3. It is authorized by Connecticut law (Section 22a-220a(a) of the General Statutes) to provide for and regulate the collection and disposal of garbage, trash, rubbish, waste material and ashes by contract or otherwise.

4. The Municipalities of Bethel, Bridgewater, Brookfield, Danbury, Kent, New Fairfield, New Milford, Newtown, Redding, Ridgefield and Sherman collectively constitute a solid waste planning region (the "HRRA Region") for the purposes of the State Solid Waste Management Plan (hereinafter, together with the Connecticut Materials Management Strategy adopted by the Commission of DEEP in July 2016 in accordance with the provisions of Public Act 14-94, collectively called the "Plan").

5. Pursuant to its obligations under Connecticut law (Chapter 446d of the General Statutes), it has determined that the HRRA System (hereinafter defined) effectuates and constitutes an integral part of a regional solid waste management plan in conformity with the Plan and the provisions of Chapter 446d.

6. It is authorized by Connecticut law (Section 22a-221 of the General Statutes) to enter into a long-term contract with HRRRA for adequate waste disposal and recycling processing, and pursuant to such law, it is authorized to enter into and perform this Agreement.

7. The Municipality has been advised by HRRRA that the Participating Municipalities (as hereinafter defined), when they shall have executed a Municipal Regional Solid Waste Disposal and Recycling Agreement (as herein defined) with HRRRA, will have agreed that it is in the best interest of each of such Municipalities and HRRRA to dispose of Acceptable Waste and to provide for the separation, collection, processing and marketing of recyclables through the HRRRA System.

8. The Municipality has been advised by HRRRA that the member representatives of HRRRA have reviewed the provisions of this Agreement and have voted to recommend its approval and its execution.

9. The Municipality has received and reviewed such matters and such information as it considers necessary or appropriate for such execution and has taken such action as is required or necessary, acting pursuant to its charter and/or General Statutes or Special Act to cause this Agreement to be binding on it and enforceable as to its terms.

B. Representations of the Authority. The Authority represents that:

1. The Authority is a regional resources recovery authority established pursuant to the provisions of Chapter 103b of the General Statutes with the authority to implement a regional solid waste management plan, consistent with the Plan, and in connection therewith to: (a) make plans, surveys, investigations and studies necessary and desirable in a furtherance of a regional solid waste management plan; (b) make provisions for the management of a regional solid waste management plan; (c) contract with the Participating Municipalities and with third party vendors to provide for the disposition of municipal solid waste and the collection, processing and marketing of items designated for recycling; and (d) do all things necessary for the conduct of a comprehensive program for solid waste disposal, resources recovery and for solid waste management services in accordance with law.

2. By entering into this Municipal Regional Solid Waste and Recycling System Agreement, HRRRA is assisting the Municipality to comply with the Municipality's statutory waste disposal and recycling obligations as contemplated in Section 22a-220(g) of the General statutes.

ARTICLE I

Section 1.01. General Definitions and Construction.

As used in this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

- a) The terms defined in this Article have the meanings assigned to them in this Article, and include the plural as well as the singular and the feminine as well as the masculine.
- b) All other terms used herein which are defined in the Winters Bros. Agreement either directly or by reference therein, have the meanings assigned to them therein.
- c) The words "herein", "hereof" and "hereunder" and words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

Section 1.02. Definitions

- a) "Municipal Regional Solid Waste and Recycling System Agreement" means this Agreement and any agreement substantially similar in form and substance entered into by and between HRRA and any of the member municipalities of HRRA.
- b) "Participating Municipalities" means the municipalities that have entered into a Municipal Regional Solid Waste and Recycling System Agreement with HRRA.
- c) "Winters Bros. Agreement" means the Regional Solid Waste and Recycling System Agreement between HRRA and Winters Bros. Transfer Stations of CT, LLC, dated as of January 11, 2018.
- d) "HRRA Program" means the services performed by HRRA to develop, operate and manage an efficient and economical regional solid waste management and resources recovery program for the acceptance, transportation and disposal of municipal solid waste and collection, processing and sale of items designated for recycling, including but not limited to the services to be performed by HRRA pursuant to this Municipal Regional Solid Waste and Recycling System Agreement and the Winters Bros. Agreement and such other solid waste services as may be necessary or convenient to support a comprehensive solid waste management program pursuant to the provisions of Chapters 103b and 446d of the General Statutes.

e) “HRRA System” means the solid waste and recycling services to be provided by HRRA to be provided pursuant to the Winter Bros. Agreement, which Winters Bros. Agreement provides, among other things, that WB will, at its sole cost and expense:

- 1) accept all Municipal Solid Waste (also referred to herein as “MSW”) generated within the HRRA Region and delivered to the Newtown Transfer Station, the Ridgefield Transfer Station or the Danbury Transfer Station by Collectors;
- 2) operate the Transfer Stations, the Danbury Recycling Facility and the MRF in a manner that complies with all applicable federal, state and local statutes, regulations and governmental orders and transport to the Danbury Transfer Station all MSW delivered to the Newtown Transfer Station and the Ridgefield Transfer Station;
- 3) enter into agreements with resources recovery facilities or out-of-state solid waste landfills, all of which must be fully permitted, licensed and operated in accordance with all applicable federal, state and local statutes, regulations and governmental orders, which agreements must provide WB with sufficient MSW disposal capacity to dispose of all HRRA MSW delivered to the Transfer Stations by the Collectors;
- 4) in entering into agreements with resources recovery facilities and out-of-state landfills, conform to the DEEP solid waste management “hierarchy” set forth in the Plan and therefore dispose of the HRRA MSW at a resources recovery facility if such is available to WB at the time of disposal and dispose of HRRA MSW at a landfill only if a resources recovery facility is not so available;
- 5) transport all HRRA MSW from the Danbury Transfer Station to an appropriate resources recovery facility or out-of-state landfill;
- 6) accept all HRRA Recyclable Materials delivered to the Danbury Recycling Facility or the MRF and process and market for sale the Products of the HRRA Recyclable Materials;
- 7) transport to the MRF from the Danbury Recycling Facility such of the HRRA Recyclable Materials as were delivered by Collectors to the Danbury Recycling Facility and are not marketed and sold by WB directly from the Danbury Recycling Facility; and
- 8) dispose of the Residue in accordance with all applicable federal, state and local statutes, regulations and governmental orders.

ARTICLE II

Section 2.01. System to be Provided. HRRA will cause the HRRA System to be operated in accordance with the Winters Bros. Agreement.

Section 2.02. HRRA to Provide Registration Services. HRRA hereby undertakes to accept on behalf of the Municipality the registrations of Collectors operating within the jurisdictional boundaries of the Municipality, to collect such information from the Collectors, both as required by Section 22a-220a(d) of the General Statutes, and to make such reports to DEEP, as required by law, with copies to the Municipality.

Section 2.02. HRRA to Provide Data. HRRA shall provide, or cause to be provided, to the Municipality sufficient data from the HRRA System, to the extent such data is available from WB, the various Collectors and other Participating Municipalities, from which the Municipality can satisfy its statutory reporting requirements in a timely manner, and HRRA hereby undertakes to make such statutory reports on behalf of the Municipality.

ARTICLE III

Section 3.01. The Responsibilities of the Municipality to Arrange for Collection of Acceptable Solid Waste.

a) Collection Requirements. The Municipality shall be responsible for the collection for delivery to the HRRA System of the Acceptable Solid Waste collected within its boundaries and may license or contract with one or more Collectors to satisfy such responsibility. The Municipality, by contract, ordinance or other legally enforceable instrument, shall require any Collector or other agent or employee responsible for such collection and/or delivery of Acceptable Waste, among other things, to (a) conform with all provisions of law, (b) use only equipment compatible with the efficient operation of the Transfer Stations, the Danbury Recycling Facility and the MRF, as applicable, which equipment shall be subject to the reasonable approval of the operator of the Transfer Station, (c) be responsible for all costs relating to the delivery by it to the HRRA System of materials other than Acceptable Solid Waste, and (d) provide to the Municipality and to HRRA or WB a suitable performance bond, letter of credit or cash security to insure the performance of its obligations hereunder.

b) Registration of Collectors. The Municipality acknowledges its statutory obligation as set forth in Section 22a-220a(d) of the General Statutes to register Collectors operating within its jurisdictional boundaries and hereby designates HRRA as its agent to accept such registrations and authorizes HRRA to (i) collect on behalf of the Municipality any and all registration fees the Municipality may set and charge to Collectors from time to time, (ii) to the extent permitted by law, suspend the registration of any Collector in default of its obligation to pay MSW Tip Fees or Recyclables Tip Fees in accordance with the provisions of the Winters Bros. Agreement, and (iii) collect all information from the Collectors required by law and as also may determined to be helpful by HRRA from time to time in connection with HRRA's performance of the HRRA program.

c) Requirements Regarding Waste.

1) The Municipality shall cause (A) all MSW and Recyclable Materials generated in any municipal buildings or other municipal facilities, including without limitation, schools, parks and other public gathering places, to be delivered to the HRRA System, and (B) all solid waste at any time delivered directly or indirectly to the HRRA System by it or on its behalf by Collectors to comply with the requirements of this Agreement and the Winter Bros. Agreement.

The Municipality shall deliver or cause to be delivered only Acceptable Solid Waste to the System, and to do so in a clean, orderly and safe manner. If the Municipality fails to cause such deliveries of solid waste to be undertaken in such a manner, the Municipality agrees promptly, at its sole cost, to remedy such failure if it delivered the solid waste to the System directly, or to cause its designated Collector to remedy such failure by such Collector. The Municipality agrees to adhere and to cause all Collectors operating on its behalf to adhere to reasonable safety rules and regulations as made known to the Municipality by HRRRA or WB at all times when vehicles and/or personnel of the Municipality or of Collectors are on the premises of the Transfer Stations, the Danbury Recycling Facility and/or the MRF.

2) HRRRA and the Participating Municipalities shall have the right upon reasonable notice to the Collectors to designate certain highway routes within the vicinity of the Transfer Stations and the White Street Facilities to be used by the Collectors to deliver Acceptable Solid Waste to the Transfer Stations the White Street Facilities. The Municipality agrees to cause its Collectors to utilize only those designated routes which shall constitute reasonably direct access to the Transfer Station and the White Street Facilities and shall avoid and shall cause its Collectors to avoid residential streets to the maximum extent possible.

3) The Municipality agrees to deliver and to cause its Collectors to deliver Acceptable Solid Waste only during the Transfer Stations' scheduled delivery days and hours unless modified in writing by HRRRA. There shall be no deliveries accepted at other hours unless agreed upon in advance by the parties hereto; provided, however, HRRRA shall use reasonable efforts to cause WB to accept deliveries at other hours in the event that extreme weather conditions have prevented the Municipality from making routine deliveries as contemplated herein.

4) The Municipality shall cause all vehicles used for deliveries of Acceptable Solid Waste to the Transfer Stations, the Danbury Recycling Facility and the MRF to be in safe and clean condition, and in good repair. The Municipality shall cause the use of only vehicles with the capability of mechanically dumping directly into the tipping floors of the Transfer Stations, the Danbury Recycling Facility or the MRF, and which have a capacity of three (3) tons or more. Such vehicles shall bear identification as may be reasonably acceptable to HRRRA and WB.

Section 3.02. Other Municipal Statutory Obligations. The Municipality acknowledges its understanding that it may have statutory obligations with respect to solid waste disposal beyond those contemplated under this Agreement, and that such obligations are not the responsibility of HRRRA hereunder.

ARTICLE IV

Section 4.01. Pricing and Payment System.

1. Generally.

- a. The costs and expenses of operating the HRRRA System will be the sole responsibility of WB, and WB's sole compensation for such operation will

be from the collection of the MSW Tip Fee, the Recyclables Tip Fee and the Other Acceptable Solid Waste Tip Fee charged to Collectors at the time of delivery of HRRR MSW, HRRR Recyclable Materials and HRRR other Acceptable Solid Waste.

- b. As its sole consideration for its services and expenditures hereunder HRRR will accept:
 - i. Certain HRRR Program Fees payable to it by WB as set forth in the Winters Bros. Agreement, and
 - ii. Such of the Collectors' registration fees collected by HRRR, as set forth in Section 3.01(b) of this Agreement, as may be authorized by the Municipality from time to time to be retained by HRRR, if any.

2. Recording Tonnage.

a. The Transfer Stations, the Danbury Recycling Facility, the MRF and the White Street Facilities shall utilize and maintain motor truck scales to weigh all vehicles delivering Acceptable Solid Waste to them. Each vehicle shall be weighed inbound and outbound, indicating gross weight, tare weight, time and truck identification on a weight record. WB shall at its own cost and expense, provide and install a fully integrated scale house computer system for monitoring and recording the information required to be provided pursuant to this Agreement with respect to HRRR MSW, HRRR Recyclable Materials and HRRR Other Acceptable Waste received, accepted, rejected or diverted by WB at the Transfer Stations, the White Street Facilities and the MRF (the "Computer System"). The Computer System shall consist of a central processing unit at WB's White Street Facilities, a local terminal at each of the Transfer Stations, the White Street Facilities and the MRF capable of recording the information required by this Agreement, and a terminal at the HRRR offices with the capability of accessing and reading out any information or data in the Computer System and entering into the Computer System data concerning the permit and registration status of Collectors, both on a real time basis. WB shall design and select the Computer System, after consultation with HRRR. The Computer System shall be operational, after appropriate testing, with respect to the central processing unit, the HRRR terminal and the terminals in the Transfer Stations, the White Street Facilities and the MRF, no later than the Effective Date. Such records shall be used by WB as a basis for calculating monthly and yearly deliveries made by the HRRR and each Participating Municipality.

b. The HRRR System shall maintain records of the tonnage delivered on behalf of each Participating Municipality and accepted at the Transfer Station, the Danbury Recycling Facility, the MRF and the White Street Facilities each day and copies of all of the weight tickets will be retained for a period of not less than two (2) years. The Municipality shall have the reasonable right to review such weight tickets during the HRRR System's normal business hours upon advance notice to WB and HRRR of the Municipality's desire to conduct such a review, and in such a manner as to not interfere with the HRRR System's orderly operation. In addition, copies of such weight tickets shall be attached to WB's monthly reporting to HRRR and the Municipality.

c. The Municipality or its authorized representative shall also have the right, at its sole expense, to test the accuracy of the truck scales at the Transfer Station, provided that such tests are made at reasonable times and upon prior written notice, and do not in any way interfere with the orderly operation of the Transfer Station. HRRRA commits to cause WB to adjust the accuracy of the truck scales at WB's sole expense within fifteen (15) days of the date upon which such truck scales may be determined to be materially inaccurate.

Section 4.02. Limitation on Responsibility of the Authority.

HRRRA shall not be liable to the Municipality for any failure of WB to perform pursuant to the provisions of the Winters Bros. Agreement, or of any other third party vendor selected by HRRRA to provide services contemplated hereunder, provided however, that the Municipality shall be able to assert claims for damages and/or specific performance resulting from any such non-performance directly against WB or such other third party vendors.

ARTICLE V

[Municipality to choose one or the other version of (a) Section 5.01 or (b) Section 5.01 and Section 5.02, below]

[Section 5.01. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach hereof, which the parties are unable to resolve themselves shall be finally settled by arbitration ("Arbitration") in accordance with this Section 5.01 and (except to the extent inconsistent with the express provisions of this Section) the Arbitration Rules of the American Arbitration Association ("AAA"), by a three-person arbitration panel.

1. In the event the dispute is solely between HRRRA and the Municipality, the party seeking arbitration shall give notice thereof and of the issues it wishes arbitrated, and shall designate an arbitrator in such notice. The other party shall designate its arbitrator, and any additional issues it wishes arbitrated in the same proceeding, within thirty (30) days after receipt of such notice. The two arbitrators so selected shall agree upon a third arbitrator within fifteen (15) days thereafter. If a second arbitrator has not been designated within the thirty (30) day period provided therefore, the first arbitrator may unilaterally designate a second arbitrator and such two arbitrators shall constitute the arbitration panel. If the arbitrators selected by each of the parties cannot agree upon a third arbitrator, they shall request the Regional Director of the AAA to designate the third arbitrator.

2. In the event the dispute involves not only HRRRA and the Municipality, but also any of WB or other Participating Municipalities with respect to either or both the Winters Bros. Agreement and the Municipal Regional Solid Waste and Recycling System Agreements executed by other Participating Municipalities, HRRRA and the Municipality consent to the participation of all such parties, as parties to the Arbitration, in a single Arbitration, in which case, the three member panel of arbitrators (all of which shall be neutral) shall be selected by AAA. The party or parties seeking such arbitration shall notify the other party or parties thereof and the issues it or they wish arbitrated, and shall notify AAA of the Arbitration and request that the Regional

Director of AAA select a panel of three neutral arbitrators as follows. AAA shall distribute to the parties a suitable list of potential neutral panel members, and the parties shall, within thirty (30) days notify AAA of any persons on the list who are not acceptable because of valid claims of lack of neutrality. AAA shall select the three panel members from those persons not rejected for cause.

The arbitration panel may, with the consent of the parties, agree on such modifications to or exceptions from the Arbitration Rules of the AAA as the panel may deem appropriate. The award of the arbitrators shall be in writing and shall include written findings of fact to the extent the arbitration required the resolution of factual disputes

The agreement to arbitrate disputes as provided in this Agreement shall be specifically enforceable in any court having jurisdiction.

No individual who is, or has at any time been, an officer, employee or consultant of either party shall be an arbitrator without the express written consent of both parties.

All arbitration proceedings, other than those in which WB is a party, shall be held in Danbury, Connecticut or such other locations as all of the parties to the arbitration proceeding in question shall agree; all arbitration proceedings in which WB is a party shall be held in Hartford, Connecticut or such other locations as all of the parties to the arbitration proceeding in question shall agree.

The arbitrators shall determine a fair and equitable allocation of the reasonable fees and expenses of each party incurred in connection with any Arbitration hereunder, and such allocation shall be binding upon the parties. Each party submits to the jurisdiction of the arbitrators appointed in accordance herewith. The determination of the arbitrator shall be final and binding upon the parties and may be entered in any court having jurisdiction.

Each party agrees to specifically call to the attention of the arbitrators the provisions of Section 4.02 as each party intends for Section 4.02 to limit its liability in an arbitration proceeding.]

ARTICLE VI MISCELLANEOUS

Section 6.01. Binding Effect of Agreement. This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and their respective successors and assigns.

Section 6.02. Entire Agreement. The provisions of this Agreement shall constitute the entire agreement between the parties with reference to their obligations to each other relating to the Program.

Section 6.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 6.04. Notices. All notices or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid if to HRRA, to Old Town Hall, 162 Whisconier Road, Brookfield, Connecticut 06804, Attention: Executive Director, and if to the Municipality, to 3 Primrose Street, Newtown Connecticut , Attention: First Selectman, or to such other address as the party to whom the notice is directed shall have notified the other party in advance in writing.

Section 6.05. Law Governing Construction of Agreement. The law of the state of Connecticut applicable to contracts made and to be performed in such State shall govern the construction of this Agreement.

Section 6.06. Term. This Agreement shall be effective upon the entering into a Municipal Regional Solid Waste and Recycling System Agreement by the HRRA and a sufficient number of Participating Municipalities such that the Winters Bros. Agreement becomes binding on the parties thereto according to its terms, provided however, that this Agreement cannot be implemented prior to its approval by the Connecticut Commissioner of the Department of Energy and Environmental Protection as contemplated in Section 22a-213(a) of the General Statutes. The Agreement shall continue in effect until the earlier of (a) the termination of the Winters Bros. Agreement, or (b) the end of business on June 30, 2029.

Section 6.07. Insurance. HRRA and the Municipality shall require all parties with whom either enters into a contract or who otherwise perform services contemplated or required under this Agreement on behalf of either of them, to provide adequate insurance covering the contracting party's total operation as it relates to either HRRA or the Municipality, as applicable, which coverage shall include HRRA and each of the Participating Municipalities as additional insureds. Such coverage shall include but not be limited to general liability, automotive liability, excess liability, worker's compensation and employer's liability in amounts reasonably deemed adequate by HRRA for parties with whom it contracts or who otherwise perform services for it and by the Municipality for parties with whom it contracts or who otherwise perform services for it.

Section 6.08. Prohibition on Termination. HRRA shall not permit the Municipality to terminate this Agreement, and no Participating Municipality shall be permitted to terminate its Municipal Regional Solid Waste and Recycling System Agreement with HRRA so long as HRRA has any obligation under the Winters Bros. Agreement.

Section 6.09. Amendment. This Agreement may not be amended or modified except in writing, signed by both parties hereto.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement by causing its name to be subscribed by its chief executive officer and in the case of the Municipality its official seal to be impressed upon and attested to by its Town Clerk or City Clerk, all being done as of the day and year first above written.

ATTEST: (SEAL)

[NEWTOWN]

Debra Halstead, Town Clerk

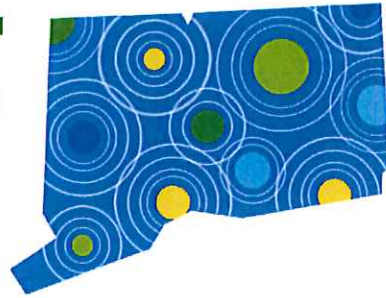
By:_____
Daniel Rosenthal, First Selectman

**HOUSATONIC RESOURCES
RECOVERY AUTHORITY**

By:_____
Rudolph Marconi, Chairman HRRA

Sustainable CT

Local Actions. Statewide Impact.



Sustainable CT Resolution

A municipality must pass a resolution prior to registering to participate in Sustainable CT. The purpose of the resolution is to formally demonstrate the municipality's interest in using the voluntary menu of actions and Sustainable CT resources. The resolution must be passed by the municipal legislative body, except in towns with a town meeting form of government, where a resolution by the Board of Selectmen may be used.

You may use the template below or draft a modified resolution to meet the requirements of registering to participate in Sustainable CT. A modified resolution must at least include the following:

- Statement of intent of the municipality to participate in Sustainable CT.
- Designation of the municipal official or staff position (title only; a name is not necessary to include in resolution) to serve as the point of contact for Sustainable CT, which includes online registration of your municipality.
- The establishment of an advisory Sustainability Team (or modification of an existing committee or team; to promote implementation of Sustainable CT voluntary actions leading towards certification.
- Statement that the Sustainability Team will meet within 90 days of adoption of the resolution.
- Requirement for the Sustainability Team to report annually to your municipality's governing body.



Sustainability Team Guidance

Your Sustainability Team will help your community navigate the Sustainable CT program and implement actions to achieve points toward certification.

Getting Started

- Your municipality must designate a Sustainability Team to participate in Sustainable CT. Your town's resolution to join Sustainable CT will include the creation of an advisory Sustainability Team.
- You may create a new Sustainability Team or revise the role of an existing committee to serve as your Sustainability Team (you do not need to change the name of an existing committee).
- Your Sustainability Team members can be appointed or made up of volunteers.
- As the implementer of the Sustainable CT actions, your team will engage across the community; build new relationships; leverage collaborations; and promote a better quality of life for all residents, now and in the future.

Members

- Recognizing that diversity enriches civic engagement, strengthens communities, and builds more equitable outcomes, your team should reflect the demographic mix of your community.
- Your Sustainability Team must have at least three members, and one of these three must be a municipal elected official or staff member.
- Additional members might include:
 - Representatives from existing local commissions, committees, or community organizations.
 - Civic leaders and representatives from neighborhood organizations, seniors and youth.
 - Community members who rely on or are impacted by public services and amenities, including transportation, built infrastructure, local municipal operations, planning, natural resources, land conservation, economic development and retention, housing, arts and culture, food systems, public health, community engagement, equity, etc.
 - Other stakeholders with expertise in the areas listed above.
- Your Sustainability Team may do one or all of the following to assist with the implementation of Sustainable CT actions:

- Create subcommittees or working groups.
- Invite existing committees, non-profit organizations, or individuals with expertise on certain Sustainable CT actions to serve as ad hoc advisors or implementation partners for such actions.

Meetings and Reporting

- Your Sustainability Team should meet at least quarterly, and more frequently, as needed.
- Your Sustainability Team should strive to follow guidance provided in the Sustainable CT Equity Toolkit (see the Tips Section).
- Your Sustainability Team will report on progress annually to your local legislative body. The report should be publicly available, and the format is flexible (it maybe in the form of a memo, presentation, copy of Sustainable CT application for certification, etc.).

Town of Newtown
Resolution Supporting Participation
In the Sustainable CT Municipal Certification Program

WHEREAS, Sustainable CT is a comprehensive, statewide, action-oriented voluntary certification program, built by and for municipalities, with the vision that: *Sustainable CT communities strive to be thriving, resilient, collaborative, and forward-looking. They build community and local economy. They equitably promote the health and well-being of current and future residents. And they respect the finite capacity of the natural environment.*

WHEREAS, Sustainable CT is designed to boost local economies, help municipal operations become more efficient, reduce operating costs, and provide grants and additional support to municipalities.

WHEREAS, Newtown embraces an ongoing process of working toward greater sustainability, selecting which actions it chooses to pursue from the voluntary menu of actions provided by Sustainable CT.

RESOLVED, by the Board of Selectmen of the Town of Newtown that we do hereby authorize the Chairman of the Sustainable Energy Commission to serve as Newtown's Sustainable CT contact person for the Sustainable CT Municipal Certification process and authorize her to complete Municipal Registration on behalf of Newtown.

RESOLVED, that to focus attention and effort within Newtown on matters of sustainability, and in order to promote the Board of Selectmen local initiatives and actions toward Sustainable CT Municipal Certification, the Board of Selectmen revises role of the Sustainable Energy Commission to serve as a Sustainability Team.

RESOLVED, that the first meeting of the Sustainability Team must be held within 90 days of passing resolution and that the Sustainability Team shall meet as frequently as needed, but no less than quarterly.

RESOLVED, that the Sustainability Team shall report annually to the Board of Selectman on the progress of its activities toward Sustainable CT certification, with reports and presentations made publicly available.

3 Primrose Street
Newtown, CT 06470
203-270-4351
Fax: 203-270-4278
rob.sibley@newtown-ct.gov



*Robert Sibley
Deputy Director
Planning and Land Use*

TOWN OF NEWTOWN

It is recommended that the Board of Selectmen accept the following properties for Newtown open space, as proposed:

- | | | |
|------------------------|--|-----------|
| 1. Robert Dupuis – | Donation – 155 Riverside Trail, 0.11 total acres | OS #15-03 |
| 2. Rosemary Hughes - | Donation - 78 Mountain View Road, 0.22 acres | OS #17-01 |
| 3. Shelley Carpenter – | Donation – 125 Great Quarter Road, 0.23 acres | OS #17-02 |

Support / Review Documentation

Dupuis Property 15-03:

Total Acres – 0.11

Location – Riverside Road Area

The site has been recommended for acquisition. The parcel is comprised of mature forest. This parcel is surrounded by OS owned by Newtown and NFA. The parcel has received approvals and recommendations for acquisition by the Conservation Commission and Planning and Zoning through the 8-24 referral.



Hughes Property 17-01:

Total Acres – 0.22

Location – Mountain View Area

The site has been recommended for acquisition. The parcel is comprised of mature forest. This parcel is surrounded by OS owned by Newtown. The parcel has received approvals and recommendations for acquisition by the Conservation Commission and Planning and Zoning through the 8-24 referral.



Carpenter Property 17-02:

Total Acres – 0.23

Location – Great Quarter Road Area

The site has been recommended for acquisition. The parcel is comprised of mature forest. This parcel is surrounded by OS owned by Newtown. The parcel has received approvals and recommendations for acquisition by the Conservation Commission and Planning and Zoning through the 8-24 referral.



**TOWN OF NEWTOWN
FINANCIAL IMPACT STATEMENT
(Per Town Charter 6-100)**

REQUESTING DEPARTMENT LAND USE

PROJECT: DONATIONS OF OPEN SPACE LAND - 155 Riverside Road

PROPOSED SPECIAL APPROPRIATION AMOUNT: N/A

PROPOSED FUNDING:

BONDING	N/A
GRANT	N/A
CONTINGENCY	N/A
OTHER	N/A
	<u>\$ -</u>

ANNUAL FINANCIAL IMPACT ON OPERATING BUDGET (GENERAL FUND):

List any financial impact your request will have on the Town's annual operating budget.
Attach spreadsheet(s) showing your calculation of the estimated impact.

EXPENDITURE CATEGORY:	**FOR BRACKETS USE NEGATIVE SIGN BEFORE NUMBER**	(POSITIVE IMPACT) / NEGATIVE IMPACT	Attachment #
SALARIES & BENEFITS		0	
PROFESSIONAL SERVICES		0	
CONTRACTED SERVICES		0	
REPAIRS & MAINTENANCE		0	
UTILITIES		0	
OTHER		0	
DEBT SERVICE (1st year)		0	
TOTAL IMPACT ON EXPENDITURES		<u>\$ -</u>	

REVENUE CATEGORY:	POSITIVE IMPACT / (NEGATIVE IMPACT)	Attachment #
PROPERTY TAXES	26	
CHARGES FOR SERVICES (FEES)	0	
OTHER	0	
TOTAL IMPACT ON REVENUES	<u>\$ 26.00</u>	

TOTAL FINANCIAL IMPACT ON OPERATING BUDGET \$ (26.00)

EQUIVALENT MILL RATE OF TOTAL IMPACT

(using current year's information)

(0.0000) mills

COMMENTS:

Parcel which is non-conforming. Taxes as per the Tax Assessor field card.

PREPARED BY: Rob Silbey

DATE: 1/22/2018

TO: BOS

**TOWN OF NEWTOWN
FINANCIAL IMPACT STATEMENT
(Per Town Charter 6-100)**

REQUESTING DEPARTMENT LAND USE

PROJECT: DONATIONS OF OPEN SPACE LAND - 125 Great Quarter Road

PROPOSED SPECIAL APPROPRIATION AMOUNT: N/A

PROPOSED FUNDING:

BONDING	N/A
GRANT	N/A
CONTINGENCY	N/A
OTHER	N/A
\$	-

ANNUAL FINANCIAL IMPACT ON OPERATING BUDGET (GENERAL FUND):

List any financial impact your request will have on the Town's annual operating budget.
Attach spreadsheet(s) showing your calculation of the estimated impact.

EXPENDITURE CATEGORY:	**FOR BRACKETS USE NEGATIVE SIGN BEFORE NUMBER**	(POSITIVE IMPACT) / NEGATIVE IMPACT	Attachment #
SALARIES & BENEFITS		0	
PROFESSIONAL SERVICES		0	
CONTRACTED SERVICES		0	
REPAIRS & MAINTENANCE		0	
UTILITIES		0	
OTHER		0	
DEBT SERVICE (1st year)		0	
TOTAL IMPACT ON EXPENDITURES		\$ -	

REVENUE CATEGORY:		POSITIVE IMPACT / (NEGATIVE IMPACT)	Attachment #
PROPERTY TAXES		55	
CHARGES FOR SERVICES (FEES)		0	
OTHER		0	
TOTAL IMPACT ON REVENUES		\$ 55.00	

TOTAL FINANCIAL IMPACT ON OPERATING BUDGET **\$ (55.00)**

EQUIVALENT MILL RATE OF TOTAL IMPACT **(0.0000) mills**
(using current year's information)

COMMENTS:

Parcel which is non-conforming. Taxes as per the Tax Assessor field card.

PREPARED BY: Rob Sibley DATE: 1/22/2018

TO: BOS

**TOWN OF NEWTOWN
FINANCIAL IMPACT STATEMENT
(Per Town Charter 6-100)**

REQUESTING DEPARTMENT LAND USE

PROJECT: DONATIONS OF OPEN SPACE LAND - 78 Mountain View

PROPOSED SPECIAL APPROPRIATION AMOUNT: N/A

PROPOSED FUNDING:

BONDING	N/A
GRANT	N/A
CONTINGENCY	N/A
OTHER	N/A
	<u>\$ -</u>

ANNUAL FINANCIAL IMPACT ON OPERATING BUDGET (GENERAL FUND):

List any financial impact your request will have on the Town's annual operating budget.
Attach spreadsheet(s) showing your calculation of the estimated impact.

EXPENDITURE CATEGORY:	**FOR BRACKETS USE NEGATIVE SIGN BEFORE NUMBER**	(POSITIVE IMPACT) / NEGATIVE IMPACT	Attachment #
SALARIES & BENEFITS		<u>0</u>	
PROFESSIONAL SERVICES		<u>0</u>	
CONTRACTED SERVICES		<u>0</u>	
REPAIRS & MAINTENANCE		<u>0</u>	
UTILITIES		<u>0</u>	
OTHER		<u>0</u>	
DEBT SERVICE (1st year)		<u>0</u>	
TOTAL IMPACT ON EXPENDITURES		<u>\$ -</u>	

REVENUE CATEGORY:	POSITIVE IMPACT / (NEGATIVE IMPACT)	Attachment #
PROPERTY TAXES	<u>52</u>	
CHARGES FOR SERVICES (FEES)	<u>0</u>	
OTHER	<u>0</u>	
TOTAL IMPACT ON REVENUES	<u>\$ 52.00</u>	

TOTAL FINANCIAL IMPACT ON OPERATING BUDGET \$ (52.00)

EQUIVALENT MILL RATE OF TOTAL IMPACT

(using current year's information)

(0.0000) mills

COMMENTS:

Parcel which is non-conforming. Taxes as per the Tax Assessor field card.

PREPARED BY: Rob Silley DATE: 1/22/2018

TO: BOS



CCM 2018 STATE LEGISLATIVE PROGRAM

Below are legislative proposals adopted by the CCM Legislative Committee as part of CCM's 2018 State Legislative Program. They are grouped according to the CCM issue-area committee in which they originated.

EDUCATION

1. **Provide stability and predictability in budgeting for special education** by (a) requiring the State to provide dependable funding for special education services by (1) contributing a guaranteed level of funding that does not change during the course of the fiscal year; (2) decreasing the Excess Cost reimbursement threshold to at most 2.0 times the district's average per pupil expenditure or \$25,000, whichever is less; and (3) fully funding the state's portion, (b) requiring the town of origin to continue paying the costs associated with a special education student until the end of the fiscal year if the student changes school districts, and (c) requiring the State to adopt the federal standards pertaining to the "burden of proof" for special education services.
2. **Provide needed mandate relief to municipalities** by allowing municipalities to implement alternative plans to meet the requirements of unfunded mandates provided such alternative plans (a) meet the initial intent of the mandate, and (b) demonstrate a cost savings.

ENVIRONMENTAL MANAGEMENT AND ENERGY

1. **To re-establish the Connecticut Pesticide and Herbicide Advisory Council, CGS § 22a-65**, within the State Department of Energy and Environmental Protection to develop a science-based approach to regulation and use of synthetic and organic pesticides on municipal lands. Additionally, the Council should assist the Commissioner of Agriculture in developing best practices for minimizing insecticide dusts harmful to pollinators and collaborate with the Connecticut Invasive Plants Council (Sec. 22a-381) on the control and education around invasive plant species.
2. **Expand the Virtual Net Metering Municipal Credit Cap for towns –both small and large - (CGS 16-244u), Increase the Renewable Portfolio Standards to increase the utilities demand for renewable energy and support the implementation of shared clean energy initiatives.**

LAND USE, HOUSING & COMMUNITY DEVELOPMENT

1. Require that sections 47a-42 and 49-22 of the Connecticut General Statutes be amended to **make evicted tenants and foreclosed property owners responsible for all costs of the removal and storage of their property and to require the landlord of such property be responsible if such tenant or owner does not comply.**

In addition, **require that the property of deceased tenants, as outlined in 47a-11d of the Connecticut General Statutes, be the responsibility of the landlord.**

MUNICIPAL LABOR RELATIONS

1. **Amend binding arbitration laws to provided needed relief and increased predictability for local government by making the following revisions:**
 - a. All binding arbitration cases proceeding pursuant to Section 7-473c. of the Conn General Statutes must be concluded within a six month time period from the commencement of the proceedings. The time frame may be extended upon mutual agreement of the parties for one three month time period.
 - b. Bargaining for wages and fringe benefits of certified employees of the Board of Education shall be the responsibility of the municipality.
 - c. Bargaining for certain subjects such as such as retirement, medical benefits and pensions shall be done by the municipality on a coalition basis for those in similar plans including the Board of Education.
 - d. In assessing the financial capability of the Town or Towns there shall be an irrebuttable presumption that a budget reserve of 15 percent or less is not available for payment of the cost of any item subject to arbitration under the Municipal Employees Relations Act and the Teacher Negotiations Act. (As part of this amend section 10-153f(4) which currently specifies 5% or less)
 - e. Collective bargaining issues pertaining to regionalization of services shall not be mandatory subjects of collective bargaining.
 - f. Amend Section 7-473c(a) to provide for not more than ten individuals appointed as neutral arbitrators rather than the current 20 who shall serve for five year terms rather than the current two years. Neutral arbitrators shall be appointed for all cases on a random basis.
 - g. If a local governing body rejects an arbitration award by a two-thirds majority the award shall be reviewed by a second arbitration panel and the process must start again.
2. **Increase the prevailing wage threshold to five hundred thousand dollars for the total cost of work for remodeling, refinishing, refurbishing, rehabilitation, alteration, or repair projects.**
 - a. Index the thresholds for new construction and remodeling, refinishing, refurbishing, rehabilitation, alteration, or repair projects for inflation annually.

3. **Amend the Municipal Employee Retirement system (MERS) to establish an additional retirement plan within MERS for new hires that would create a tier consistent with state employee retirement system tier III for new eligible employees. Such new tier would:**
 - a. Exclude overtime from retirement benefit calculations.
 - b. Increase the retirement age to sixty-two.
 - c. Limit cost-of-living increases to between zero and four per cent.
 - d. Provide for the ability to negotiate employee contributions.

MUNICIPAL LAW, LIABILITY AND INSURANCE

1. **Provide towns and cities the authority to collect fees from for-profit companies filing requests for local information that they will then sell** (*commonly referred to as "data mining"*). Prior to the information being provided, entities must affirmatively assert whether or not such data will be used for profit. Such fees shall be based on the municipality's assessment of actual costs for the data retrieval. Exemptions from such collection fees shall be provided to media outlets using such information to inform the public. The authority of a municipality to collect, at local option, such fees under these circumstances shall not impede or interfere with the decisions of the Freedom of Information Commission.
2. **Require that a party issuing a subpoena**, in a civil litigation case, that commands the attendance of any municipal employee, including but, not limited to any police officer or firefighter, **shall be responsible to pay to the municipality of such employee the usual and customary rate that the employer charges for said personnel to outside vendors/contractors.** Said payment shall be made within 30 days of the appearance date contained in the subpoena.
3. **Provide relief to municipalities from unfunded mandates** by eliminating the requirement for posting **legal notices** in newspapers by allowing municipalities **to publish a summary of the notice in the newspaper, with reference to the availability of the full notice on the town website and the town offices**, instead of having to publish the entire notice in the newspaper.

PUBLIC HEALTH AND HUMAN SERVICES

1. **Enhance efforts to combat the State's opioid epidemic by:**
 - a. **Designating a state ombudsman for drug abuse and control policy** tasked with coordinating efforts to enhance and examine sustainable funding streams to support substance abuse prevention, education and recovery efforts; and
 - b. **Promoting the Medication Assisted Treatment model (M.A.T.)** in the treatment of opioid abuse for rehabilitation. The model combines behavioral therapy and medications to treat substance use disorders.

PUBLIC SAFETY, CRIME PREVENTION AND CODE ENFORCEMENT

1. **Provide greater administrative oversight for the local chief elected or executive official over local fire marshals.** Current statute is silent on the local supervision of fire marshals. Greater oversight will ensure proper documentation and inspections are performed.

TAXES AND FINANCE – (Items 1 and 2 are in concurrence with the Labor Policy Committee)

1. **Increase the prevailing wage threshold to five hundred thousand dollars for the total cost of work for remodeling, refinishing, refurbishing, rehabilitation, alteration, or repair projects.**
 - a. Index the thresholds for new construction and remodeling, refinishing, refurbishing, rehabilitation, alteration, or repair projects for inflation annually.
2. In assessing the financial capability of the Town or Towns **there shall be an irrebuttable presumption that a budget reserve of 15 percent or less is not available for payment of the cost of any item subject to arbitration under the Municipal Employees Relations Act and the Teacher Negotiations Act.** (As part of this amend section 10-153f(4) which currently specifies 5% or less.

TRANSPORTATION AND INFRASTRUCTURE

1. **Improve the ability of towns and cities to plan and implement local road and infrastructure projects.** Specifically, further decentralize the current review and approval process by granting greater authority to municipalities and regional Councils of Government in order to reduce costs and increase efficiency.



CCM 2018 STATE LEGISLATIVE PROGRAM

Items for further study and consideration

Proposals Adopted As of November 28, 2017

Below are items for further study and consideration adopted by the CCM Legislative Committee as part of CCM's 2018 State Legislative Program, as of 12/4/17. They are grouped according to the CCM issue-area committee in which they originated.

EDUCATION

1. Enable municipalities to contain education costs by allowing local boards of finance or councils to adjust line items in board of education budgets.
2. Review recently enacted ECS formula changes and determine their adequacy in funding local education.

ENVIRONMENTAL MANAGEMENT AND ENERGY

1. Require cradle to grave stewardship for residential and commercial smoke detectors.

MUNICIPAL LABOR RELATIONS

1. Review how second injuries are handled under workers' compensation and identify potential funding mechanisms to allow for the continued transfer of claims to the Second Injury Fund.

MUNICIPAL LAW, LIABILITY AND INSURANCE

1. Examine the different methodologies in which a municipality can utilize to merge particular job functions, in particular appointing Town Clerks to serve as Registrar of Voters.
2. Review amending State Library regulation as they pertain to storage of vital documents electronically.

PUBLIC HEALTH AND HUMAN SERVICES

1. Review protocols pertaining to the licensing and control of the EMS Primary Service Area Responder, specifically in allowing greater local official input.

2. Examine the feasibility and process to expand the use of paramedicine by local EMS responders.

TAXES AND FINANCE

1. Review of the current CHRO administered Municipal Minority, Women and Small Business set-aside requirements and develop recommendations on thresholds that trigger compliance.